

REMARKS

Reconsideration and allowance of the above-referenced application are respectfully requested. The foregoing amendments are responsive to the July 17, 2006 Office Action. Applicants respectfully request entry of the requested amendments and reconsideration of the application in view of the following comments.

Response to the Claim Rejections Under 35 U.S.C §§ 102 and 103

Claims 1-15, 18 and 19 are rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,598,026 issued to Ojha, et al. The rejection asserts that Ojha allegedly teaches each element of the claims. Claims 16 and 17 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Ojha. The rejection asserts that Ojha allegedly teaches each element of the claims except for execution on a wireless device, which is allegedly well known in the art. Claims 4 and 7 are canceled herein.

The claims as amended are directed toward correlating or negotiating information between a product developer and carriers to establish parameters that control how the product is to be offered to clients of the carriers. Each of the claims are amended to add an element clarifying that after the two entities (product developer and carrier, or a provider entity and a delivery entity) negotiate data associated with a product, the product is then offered to clients of the carrier (provider entity) in accordance with the negotiated data. Thus, a developer can associate data with a product for each carrier, and different terms may be attached to the offering of the product for the clients of each carrier. Thus, clients of carrier A may be offered the product for \$5, while clients of carrier B are offered the same product for \$6. No negotiation occurs between the developer and the clients of the carriers, as they are subject to the negotiations between the developer and the carriers.

None of the cited art teaches or suggests creating negotiated data that associates with a product to offer to third party clients (those not participating in the negotiations). Ojha discloses an online auction/bid system to allow sellers to interact with potential buyers. The negotiations occurring in Ojha are between the sellers and potential buyers, not between a developer and the sellers. Nothing in Ojha teaches offering a product to a client of one of the parties to the negotiation based upon the results of the negotiation. Further, Ojha does not suggest a system that would allow direct negotiations between a developer and a carrier, and have the results of those negotiations dictate the terms of a transaction for a client of the carrier.

In view of the foregoing distinctions, Applicants respectfully submit that independent Claims 1, 5, 8, 11, 14 and 16-19 are patentably distinguished over the cited art. Applicants respectfully submit that Claims 1, 5, 8, 11, 14 and 16-19 are in condition for allowance, and Applicants respectfully request allowance of Claims 1, 5, 8, 11, 14 and 16-19.

Claims 2-3, 6, 9-10, 12-13 and 15 depend either directly or indirectly from one of the independent claims. Each dependent claim further defines the independent claim from which it depends. In view of the foregoing remarks regarding Claims 1, 5, 8, 11, 14 and 16-19, Applicants respectfully submit that Claims 2-3, 6, 9-10, 12-13 and 15 are likewise in condition for allowance. Applicants respectfully request allowance of dependent Claims 2-3, 6, 9-10, 12-13 and 15.

CONCLUSION

In light of the amendments contained herein, Applicants submit that the application is in condition for allowance, for which early action is requested.

Please charge any fees or overpayments that may be due with this response to Deposit Account No. 17-0026.

Respectfully submitted,

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